

**MEMORANDUM OF AGREEMENT BETWEEN  
COUNTY OF MALHEUR, STATE OF OREGON AND  
COUNTY OF CANYON, STATE OF IDAHO**

**THIS AGREEMENT** is made by and between the County of Canyon, a political subdivision of the State of Idaho, pursuant to the provisions of Title 20, Chapter 5, Idaho Code, and the County of Malheur, a political subdivision of the State of Oregon, pursuant to ORS 203.010, as may be amended and/or retitled in the future. Collectively, Malheur County and Canyon County are referred to as the "parties."

**WITNESSETH**

**WHEREAS**, Malheur County is authorized by law to provide maintenance for Juveniles ages 12 through age 17 for emergency and other care pursuant to ORS Chapters 419A, 419B and 419C, as may be amended and/or retitled in the future; and

**WHEREAS**, as required by law, Canyon County operates a detention facility for the temporary detention and maintenance of Juveniles.

**NOW, THEREFORE**, for and in consideration of the mutual promises contained herein and other good and valuable consideration, it is hereby agreed:

1. Canyon County will allow male and female Juvenile offenders under the jurisdiction or control of Malheur County ("Juvenile(s)") to be temporarily housed at the Canyon County Juvenile Detention Center ("Center") located in Caldwell, Idaho, and will treat all such Juvenile(s) in the same manner as other Juvenile(s) housed at the Center in accordance with the rules and regulations of the Center and Canyon County.

2. Placement With Court Order. Arrangement for desired maintenance and housing of Juvenile(s) shall be made at least four (4) hours in advance, if possible, of the requested admission or arrival time. Prior notification shall not be required in situations of an emergency

nature or when such notification is not reasonably feasible. Prior notification shall be made by the Juvenile Probation Office of Malheur County or its designee by contacting the Center. A Juvenile(s) transported to the Center will not be admitted without a court order which authorizes said Juvenile(s) detention at the Center.

3. Pre-arraignment Detentions. A Juvenile(s) who is in custody and requires temporary detention may be housed at the Center pending arraignment. Malheur County agrees that it must provide a court order authorizing said Juvenile(s) detention at the Center by noon the next judicial day after the detention begins. If said order is not obtained, Malheur County will be responsible for assuming immediate custody and transporting the Juvenile(s) from the Center to Malheur County.

4. Malheur County will be responsible for obtaining medical releases for the Juvenile(s) and providing all information requested by the Center's administrative staff, prior to detention. Malheur County will also be responsible for all necessary arrangements for, and costs of, all desired services not normally provided at and by the Center or by its staff, including, but not limited to, medical care or testing. If reasonably possible, Canyon County shall notify Malheur County in advance of incurring these additional costs. It is expressly understood that Malheur County assumes all responsibility for the Juvenile(s) under its jurisdiction and control while said Juvenile(s) are not housed or detained within the Center and that all Juvenile(s) shall be delivered by Malheur County, at its expense, to and from the Center.

5. Malheur County agrees to pay Two Hundred Twenty Dollars (\$220.00) per twenty-four (24) hour day to Canyon County for each Juvenile that is detained at the Center for Malheur County. This amount will be pro-rated on an hourly basis beginning with the time of admission to the Center and terminating at the time of release from custody at the Center.

Malheur County also agrees to pay the costs of prescription medication and other medical supplies including, but not limited to incontinence pads, special medical items, etc. Upon the annual renewal, if any, of this Agreement, the parties shall negotiate in good faith any modification of the daily cost of detention. Such cost shall be reasonably related to the expense of Canyon County in providing this service.

6. Canyon County reserves the right to refuse admittance of any Juvenile(s) whose admittance is requested by Malheur County, if there is no bed space available for any more Juvenile(s). Further, Malheur County agrees that Canyon County may demand removal from the Center of any Juvenile(s) held for Malheur County when a situation arises during incarceration which would have constituted grounds for refusing admittance of said Juvenile(s) pursuant to this Agreement. If Canyon County demands removal of any such Juvenile(s) held for Malheur County, Malheur County agrees to immediately take physical custody of said Juvenile(s) and to transport said Juvenile(s) from the Center.

7. Canyon County reserves the right to refuse to admit any Juvenile(s) under the jurisdiction of Malheur County if the Juvenile(s) is in need of medical treatment or if the Juvenile(s) does not meet the criteria for admission to the Center pursuant to provision of law or court administrative order. Canyon County may also refuse admittance of a Juvenile(s) if any other following is true:

- a. The Juvenile(s) is not accompanied by complete and proper documentation, including medical release.
- b. The Juvenile(s) is presently under the influence of alcohol, a controlled substance, or other mind-altering substance.

c. The Juvenile(s) is in such an emotional, distraught, or mental state as to be a risk to himself/herself, other Juvenile(s) at the Center, or to Canyon County employees at the Center.

8. Malheur County shall be responsible for costs relating to any mental commitment proceedings of a Juvenile(s) being detained at the Center for Malheur County that arise during the period of that Juvenile(s) detention.

9. Canyon County agrees to certify to Malheur County at the end of each calendar month the name of each child placed as provided in this Agreement, the length of time care was provided, and the rate or rates and total charge in accordance with this Agreement. For this purpose, Canyon County agrees to maintain a current registry of Juvenile(s), which shall be open to inspection by authorized representatives of Malheur County or its attorney at reasonable times.

10. Canyon County shall contact Malheur County in the event of any unusual problems or issues regarding a Juvenile(s) being detained pursuant to this Agreement and shall immediately contact Malheur County in the event of any medical emergency relating to the Juvenile(s) being detained pursuant to this Agreement.

11. Both parties expressly agree to defend, indemnify and hold harmless the other, including the cost of defense that it may suffer as a result of claims, demands, actions or damages to any and all persons or property, costs or judgments which result from, arise out of or in any way connected with the performance of that party's duties under this Agreement.

12. Neither Canyon County nor Malheur County shall discriminate as to Juvenile(s) placed and cared for because of race, color, creed or national origin.

13. No officer, agent, or employee of Malheur County or Canyon County shall be entitled to receive or be admitted to any personal share or benefit under any provision of this Agreement.

14. Canyon County agrees that the Center may be inspected annually by officers of the State of Oregon pursuant to ORS 419A.059, ORS 419A.061, ORS 160.070 and ORS 169.0780, as may be amended and/or retitled in the future, with seven (7) days advance written notice.

15. This Agreement shall be in effect from October 1, 2023, until September 30, 2024. Either party may terminate this Agreement by giving the other party written notice postmarked or hand delivered, at least thirty (30) days prior to the intended date of termination.

16. It is expressly acknowledged and agreed that the parties shall observe the confidentiality of information provisions of law, and all county, state, and federal regulations pertaining to any records, access to which is provided by Malheur County or Canyon County for purposes directly connected with the administration of investigations.

17. If any provision of this Agreement is found, for any reason, to be unenforceable, the remainder of the Agreement, to the extent allowed, shall remain in full force and effect and shall be binding upon and inure to the benefit of the parties.

18. This Agreement shall be governed and interpreted by the laws of the State of Idaho with venue in the Third Judicial District, County of Canyon, State of Idaho.

19. This Agreement is subject to the debt limitation provisions of Article VIII, Section 3 of the Idaho Constitution, and Article XI, Section 10 of the Oregon Constitution, and the provisions of the Idaho Tort Claims Act, Idaho Code §§ 6-901 to 6-929 and the Oregon Tort

Claims Act, Oregon Revised Statutes (ORS) ORS 30.260 to 30.300, as may be amended and/or retitled in the future.

20. In the event of any litigation arising under, or as a result of, this Agreement, including any appeal the prevailing party shall recover its costs and reasonable attorney fees.

21. This Agreement may be modified or amended only by a writing duly executed by both parties.

22. This writing embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. All previous and contemporaneous communications, representations, or agreements, whether verbal or written, between the parties are superseded by this Agreement.

**IN WITNESS HEREOF**, the parties hereto have executed this Agreement as of the date and year first written above.

Dated this 9<sup>th</sup> day of August, 2023.

**BOARD OF COUNTY COMMISSIONERS  
MALHEUR COUNTY, OREGON**

☒ Motion Carried Unanimously  
☐ Motion Carried/Split Vote Below  
☐ Motion Defeated/Split Vote Below

Dan P. Joyce  
Commissioner Judge Dan P Joyce

Yes      No      Did Not Vote

☒      ☐      ☐

Ron Jacobs  
Commissioner Ron Jacobs

☒      ☐      ☐

Jim Mendiola  
Commissioner Jim Mendiola

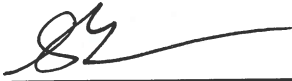
☒      ☐      ☐

ATTEST: Gayle V. Trotter, CLERK

By: Tim Ross  
Deputy Clerk

DATED this 15<sup>th</sup> day of August, 2023.

**SOUTHWEST IDAHO JUVENILE DETENTION CENTER**

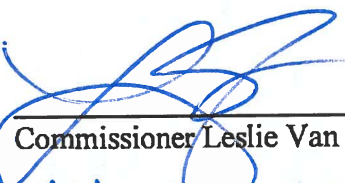



Sean Brown, Director

DATED this 15<sup>th</sup> day of August, 2023.

**BOARD OF COUNTY COMMISSIONERS  
CANYON COUNTY, IDAHO**

- ☒ Motion Carried Unanimously  
☐ Motion Carried/Split Vote Below  
☐ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 Commissioner Leslie Van Beek	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>did not participate</u> Commissioner Brad Holton	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Commissioner Zach Brooks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST: CHRIS YAMAMOTO, CLERK

By: J Ross  
Deputy Clerk